

Dallas Co.

Teamsters #238 (Sheriff)

7/1/2005 6/30/2007

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between DALLAS COUNTY, IOWA SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and the TEAMSTERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Dallas County Sheriff's Department, which includes: all employees of the Dallas County, Iowa Sheriff's Department, including Deputies, Dispatchers, clerical employees, Jailers and Matrons. Excluded are: the Sheriff, Chief Deputy, and all other employees excluded by Section 4 of the Act.

ARTICLE 2 UNION DUES AND CHECKOFF

Section 1. The Employer agrees to deduct Union dues from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefor, signed by the employee, all in the manner set forth in Iowa Code Section 20.9, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements, unless the employee shall give thirty (30) days written notice to the Employer of cancellation. Union dues will be deducted from the first pay period of each month.

Section 2. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union from an employee's pay. Deductions shall be made from the first paycheck of each month and remitted within thirty (30) days thereafter.

ARTICLE 3 GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and the employee shall be adjusted in accordance with the following grievance procedure.

However, in the event that any employee takes action on any complaint through any government agency, or any other forum, regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

Section 1. Grievance Procedure

A. Definition: A grievance is defined as an employee claim against the Employer, arising out of an alleged violation in the application of specific provisions of this Agreement.

B. Grievance Steps:

1. An employee shall discuss an alleged grievance orally with his/her immediate supervisor, within three (3) working days following its occurrence, in an effort to resolve the problem in an informal manner.
2. If the answer is not satisfactory, the matter shall be presented in writing, stating specific provisions of the Agreement allegedly violated to the immediate supervisor within three (3) working days after the supervisor's response in Step 1. The immediate supervisor shall respond to the Union Steward, in writing, within five (5) working days. All written grievances must be signed by the affected employee(s).
3. If the grievance still remains unresolved, it shall be presented to the Sheriff or his designee in writing, stating specific provisions of the Agreement allegedly violated, within five (5) working days after the response of the supervisor. The Employer will respond in writing to the Union representative within five (5) working days after the meeting with the Union representative.

It is agreed and understood that no employee or the Union shall have the right to compel the grievance without the consent of the other. An aggrieved employee may elect not to have the Union represent him/her at any first or second step grievance meeting. However, the Union representative shall have the right to present grievances for an employee.

Section 2. Grievance Arbitration. Any grievance not settled to the satisfaction of the employee in Step 3 of the grievance procedure may be appealed to arbitration, provided the appeal to arbitration is in writing to the other party, and is with the approval of the employee organization and the employee. This appeal must be made fifteen (15) working days after the date of the Employer's answer given in the third step of the grievance procedure.

After each party has so notified the other of its referral of a grievance to arbitration, the parties will attempt to meet within ten (10) working days to select an arbitrator, or to request of the Public Employment Relations Board that it furnish a list of three (3) arbitrators from which the parties shall select one arbitrator. Such selection shall be by agreement within five (5) working days, if possible; otherwise, the party making the referral shall, within one (1) working day from receipt of such list, strike one (1) name from the list. Within two (2) working days from the first striking, the other party shall strike one more name. The remaining name will be the arbitrator.

Not later than sixty (60) days following the date on which the request for arbitration was submitted to the Employer, the parties will select a date for the arbitration hearing. The arbitrator shall render a decision not later than thirty (30) calendar days from the date of the close of the hearing.

The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation of presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case, the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. Civil Service is not applicable to this contract for grievances. The arbitrator's decision will final and binding on the parties. Arbitration hearings shall not be conducted between 8:00 AM and 5:00 PM.

Section 3. Time Limitations. If a grievance is not presented within any of the time limits specified in this Article, it shall be considered waived and the Employer's last answer shall be final and binding. The time limits may be extended by mutual written agreement of the parties.

ARTICLE 4 HOURS

The Employer shall establish and post hours of work and shifts. Except in an emergency, two (2) working days notice will be given to affected employees of the change in the schedule of hours to be worked. Present schedules and any subsequent change thereof shall be given to the employee organization.

Duty Schedule

Patrol Division, Jail and Dispatch: six (6) days on duty and three (3) days off duty

All Others: five (5) days on duty and two (2) days off duty

The regular workdays shall consist of eight (8) hours of work. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per duty schedule, or the number of days per duty schedule.

It is understood that, upon the Employer's discretion, there have been Deputies and Jailers working the five (5) days on duty and two (2) days off duty schedule, and this practice may continue.

ARTICLE 5 OVERTIME COMPENSATION

All overtime and/or compensatory time worked shall have prior approval, when practical and possible, of the immediate supervisor to qualify for inclusion.

All overtime shall be paid at the rate of one and one-half (1 1/2) times the straight time hourly rate or compensatory time off at the same rate for hours worked in excess of the hours stated in "Duty Schedule". Compensatory time shall be in compliance with the Fair Labor Standards Act as amended in 1977.

The employee may choose whether to receive overtime in the form of comp time or cash. Employees may accumulate a maximum of forty-eight (48) hours of compensatory time. However, employees may use more than forty-eight (48) hours of compensatory time in a fiscal

year, provided they do not exceed the forty-eight (48) hour maximum at any time. Compensatory time off shall be granted at the mutual consent of the employer and employee. Any unused comp time will be paid to the employee at the end of the fiscal year, except that the employee may choose to carry over a maximum of 8 hours.

Comp time is granted at the Employer's discretion, but in no circumstances will comp time be granted if it results in an overtime situation or it would result in inadequate coverage or scheduling problems.

While not contractually obligated to, the Employer agrees to attempt to distribute overtime in a division as equitably as possible among the full-time employees.

Court Appearances. All employees who are called to court on criminal cases when off duty shall be guaranteed two (2) hours of pay, paid at a rate of one and one-half (1 1/2) times their normal hourly rate, and shall receive said guarantee unless his/her appearance is canceled at least two (2) hours before their scheduled appearance. Any employee participating in a telephonic administrative hearing shall be guaranteed thirty (30) minutes of pay, paid at a rate of one and one-half (1 1/2) times their normal hourly rate.

ARTICLE 6 SENIORITY

Section 1. Definition. Seniority is the length of a regular full-time employee's continuous service with the Employer, calculated after the probationary period from the employee's most recent date of hire or rehire.

Section 2. Probationary Employees. The probationary period for deputy sheriffs will be six (6) months following successful completion of training at the Iowa Law Enforcement Academy or a certified regional law enforcement academy. At the discretion of the Sheriff, the probationary period of a deputy sheriff may be extended for an additional ninety (90) days.

The probationary period for full-time correctional officers and full-time dispatchers will be six (6) months following certification for the position.

The probationary period for the office clerk will be six (6) months from the date of initial employment as an office clerk.

Part-time employees in all positions will serve a six (6) month probationary period. Part-time employees who are subsequently hired as a full-time employee will serve an additional probationary period of six (6) months after the date of their appointment as a full-time employee.

During the probationary period, a probationary employee shall have no seniority rights or recourse to the grievance procedure. Employees who successfully complete their probationary period shall have their seniority calculated from the last date of hire or rehire.

Section 3. Loss of Seniority Rights. All employees shall lose his/her seniority rights, and the employment relationship shall be broken and terminated as follows:

A. Quits or retires.

- B. Discharge, and discharge, if not reversed through the grievance procedure.
- C. Engages in other work while on paid leave of absence, or overstays such leave.
- D. Is absent for three (3) consecutive days without notice to the Employer, unless evidence satisfactory to the Employer is presented, clearly establishing that the employee was physically unable to give such notice.
- E. Is laid off "out the door" for a period exceeding twelve (12) continuous months.

Section 4. Non-Accrued Unpaid Leave of Absence. Regular full-time employees shall accrue seniority only during the first thirty (30) days while on unpaid leave of absence or layoff, unless both parties mutually agree to extend such time.

ARTICLE 7 TRANSFER PROCEDURE

Section 1. Transfer. The Employer shall have sole discretion to fill a vacancy or vacancies. If more than one employee applies for transfer, and all other qualifications, such as ability, experience, training, and aptitude are equal, as determined by the Employer, seniority shall be considered as a distinguishing qualification.

Section 2. Probationary Period. If, after a reasonable lapse of time not exceeding thirty (30) workdays, transferred employee fails to perform satisfactorily the duties of the position to which he/she was transferred, the Employer may remove said employee and return him/her to his/her former job.

Section 3. Employer Rights. The Employer shall have the right to transfer employees from job to job, or deny transfers where and when deemed necessary, and nothing herein shall be construed as a restriction on this right.

Section 4. Temporary Transfer. Temporary transfer shall not result in a reduction of the regular pay rate of the transferred employee, and an employee temporarily transferred to a higher paid job shall receive the experienced rate for same, or his/her regular hourly rate, whichever is higher; except in cases where there is a fixed rate mandated by state law. Temporary transfer shall be at the discretion of the Employer, and shall be defined as a period up to thirty (30) workdays. An employee transferring to the job of transporting a prisoner may elect to receive the fixed rate for performance of that duty rather than be paid by the hourly rate.

Section 5. Posting. A true vacancy in existing job classifications will be posted on a designated bulletin board within five (5) calendar days from the date of such vacancy, within the department. The job will remain posted for six (6) calendar days, during which time employees may make written application to the immediate supervisor where the applicant is employed. Such application will be submitted on forms provided by the Employer.

The job vacancy following as a consequence of a successful transfer to a true vacancy will be posted for bid with the awarded transfer.

ARTICLE 8 STAFF REDUCTION AND RECALL

Section 1. Staff Reduction. The Employer has sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, notice of layoff, or two (2) days pay in lieu thereof. If a layoff is deemed necessary, the Employer shall base his decision on the relative skill, ability, competence, qualification, experience and seniority of available employees to do the work. If a choice must be made between two or more employees of equal skill, ability, competence, qualification and experience, the employee(s) with least seniority will be laid off.

Section 2. Recall. An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last address as shown on the Employer's records. Any employee so called back to work must return within seven (7) consecutive calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address, as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of this current address and phone number. Employees on layoff shall be recalled in reverse order of layoff. Probationary, part-time, seasonal employees have no recall rights.

ARTICLE 9 LEAVE OF ABSENCE

All leave and benefits shall accrue from the last date of hire.

Section 1. Unpaid Leaves.

- A. Eligibility Requirements: At the discretion of the Employer, full-time employees shall be eligible for unpaid leave of absence after the employee's probationary period.
- B. Application for Leave: All requests for leaves of absence not otherwise covered in this Article shall be submitted in writing by the employee to his/her immediate supervisor for recommendation. It shall then be forwarded to the Board of Supervisors for final decision. Request for such leave shall be submitted on a form supplied by the Employer.
- C. Limited Leave Without Pay: The Employer may, at his discretion, authorize an employee's absence without pay for a period not to exceed an accumulated total of ten (10) working days in any fiscal year.
- D. Return From Leave Without Pay: Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability.
- E. An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, or sick leave during the period of such leave. Seniority shall not accrue while on an unpaid leave of absence.

- F. If the employee does not return to work upon expiration of the unpaid leave of absence, he/she shall be terminated.

Section 2. Paid Leaves

- A. A full-time employee incapacitated and unable to work shall notify his/her immediate supervisor before his/her scheduled reporting time, as designated by the department, stating the nature of his/her illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the immediate supervisor.
- B. Sick leave will be granted upon approval of the immediate supervisor for the following reasons:
1. Employee health, which renders such employee unable to perform the duties of his/her employment.
 2. Quarantine due to exposure to contagious disease.
 3. The Employer reserves the right in all cases of illness or report illness, exceeding three (3) days, to require the employee to furnish a doctor's certificate, certifying the necessity for absence. If the Employer does request said certificate, they agree to pay one-half (1/2) the cost the employee incurs obtaining said certificate. Abuse of sick leave privileges shall constitute grounds for disciplinary action and possible dismissal. Should an employee be absent because of illness or incapacitation and fail to comply with the specific provisions as found in this Article, such employee shall then be charged with leave without pay.
 4. Sick leave will be charged with a minimum of one (1) hour. Five (5) days annual family sick leave may be deducted from an employee's sick leave. Family shall consist of spouse, parents, parent substitute, parents of spouse, child, step or adopted children, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren of the employee.
 5. No employee shall be entitled to sick leave in excess of the amount of such leave accumulated to his/her credit.
 6. Full-time employees shall accrue one and one-half (1 1/2) days per month sick leave. Probationary time shall be counted as time worked toward accrual.
 7. Unused sick leave may be accrued to a maximum of eight hundred eighty (880) hours.
 8. Upon return to duty from sick leave, the employee shall report to his/her immediate supervisor, providing the absence was less than five (5)

consecutive working days. For absences in excess of five (5) consecutive working days, the employee may be required to report to the Board of Supervisors upon return to work.

9. A permanent employee who does not use accrued sick leave for four (4) consecutive months after accruing the maximum number of sick leave days as set forth in #7 above shall be eligible for a day off with pay or one (1) day of pay at the current rate of pay. Said day off shall be taken within three (3) calendar months after qualifying, with the approval of the Sheriff.
10. Upon separation from employment after ten (10) years of continuous employment and after attaining the age of fifty-five (55) years, an employee shall receive in pay, at the employee's last hourly rate, fifty percent (50%) of his/her unused sick leave.

- C. Funeral Leave: Each full-time employee shall, after ninety (90) calendar days of continuous employment, be eligible for a paid leave of absence up to five (5) days for a death in the employee's immediate family. (Immediate family shall be defined as parents, parent substitute, parents of spouse, spouse, child, step or adopted children, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren of the employee.) Only days absent which would have been compensable workdays will be paid. In the case of a death of an aunt or uncle, the employee shall be granted one (1) day funeral leave to attend the funeral. This shall be limited to two (2) days each contract year.

No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the employee's normal workday's pay. Employee must attend the funeral or make a bona fide effort to attend the funeral in order to qualify for funeral leave pay.

ARTICLE 10 HOLIDAYS

The following shall be recognized as paid holidays:

New Year's Day	Labor Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Fourth of July	Christmas Day
Day immediately before or after Christmas Day*	
One (1) floating holiday per contract year to be taken upon request and approval by the County Sheriff	

* As designated by the Employer

Full-time employees shall be paid at the employee's straight time hourly rate for (8) hours for each of the holidays not worked, as set forth in this Agreement occurring during the period in which they are actively employed. A full-time employee scheduled to work on any recognized

paid holiday shall be paid one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked on the holiday. The employee may choose to receive such overtime in the form of compensatory time, which will be included in the 48 hours maximum accumulation specified in Article 5, Overtime Compensation.

Each employee will keep his/her immediate supervisor informed of his/her whereabouts, should it become necessary to cope with an emergency situation.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. If the employee is absent the last scheduled workday before and/or the first scheduled workday after the holiday as a result of personal illness, on-the-job injury, or any approved paid time off, the employee shall be considered as having met these requirements. The Employer may require such evidence as it deems necessary to establish bona fide absence so as to qualify for holiday pay, as established in Article 9, Section 2, subsection B, paragraph 3.

In those cases where the holiday falls on a Saturday, it shall then be observed on the preceding Friday, and in those cases where the holiday falls on a Sunday, it shall then be observed on the following Monday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

Employees who work on schedules where operations are continuous shall observe holidays on the days on which they actually occur.

ARTICLE 11 VACATION

Full-time employees in active County employment shall earn annual vacation leave credit, pro rated on a pay period basis. Annual vacation accrued shall be as follows:

- A. One (1) week at the rate of forty (40) hours after the first anniversary year of employment.
- B. Two (2) weeks at the rate of eighty (80) hours after two (2) years of employment.
- C. Three (3) weeks at the rate of one hundred twenty (120) hours after five (5) years of employment.
- D. Four (4) weeks at the rate of one hundred sixty (160) hours after fourteen (14) consecutive years of employment.
- E. Five (5) weeks at the rate of two hundred (200) hours after twenty (20) years of employment.
- F. Absence due to sickness, injury, or disability in excess of that authorized for such purpose may, at the written request of the employee, be charged against vacation allowance.

- G. Vacation leave credits shall not be accumulated from year to year, but shall be used, subject to the provisions of Article 11 above.
- H. Employee requests for accrued vacation leave shall be submitted to the Employer from January 1st to April 1st. During this period and in cases where employee's request conflict, seniority shall be the determining factor, provided operational efficiency is maintained.
- I. Any employee who does not have at least eight (8) hours of compensatory time accumulated will be allowed to take vacation leave credit in daily increments. These daily increments will be used with the prior approval of the Employer. If the Employer finds it difficult to schedule these daily increments because of the number of requests they are receiving, they reserve the right to limit the number of days an employee may use in daily increments to ten (10) days a year.
- J. Employees who work a 6-3 schedule may accumulate up to eight (8) hours of earned comp time for each week of earned vacation. Such comp time will be placed in a separate bank for vacation purposes.
- K. Vacation pay shall be paid at the employee's current straight time hourly rate of pay, including any applicable shift differential and longevity pay.
- L. In the event of the death or retirement of an employee, the amount of wages due shall include all unused earned vacation allowances. In the event of the resignation of an employee, unused vacation allowances can be included in the amount of wages due. For the purpose of this Section, death of an employee shall be considered a termination of employment which shall require payment of such vacation allowances as might be payable for any other termination. If said termination of employment shall be by reason of the death of the employee, such vacation allowance shall be paid to the estate of the deceased employee, if such estate shall be opened for probate. If no estate be opened, the allowance shall be paid to the surviving spouse, if any, or the legal heirs if no spouse survives.

ARTICLE 12 INSURANCE

Regular full-time employees of the Sheriff's Department of Dallas County covered by the terms of this Agreement shall have the individual premium for group hospital, medical, major medical, dental, life and vision insurance paid by the Employer. The Employer shall contribute an amount on the dependent coverage so that the employee shall contribute an amount not to exceed twenty percent (20%) of the monthly dependent coverage premiums (family premium minus single premium).

The County shall provide long term disability insurance at no cost to the employee.

The Employer retains the right to select or change the insurance carrier at any time, provided said change does not decrease the insurance benefits.

**ARTICLE 13
WAGE SCHEDULE**

July 1, 2005

<u>Classification</u>	<u>Entry (Non-Qual.)</u>	<u>Qualified</u>	<u>Experienced</u>
Dispatchers	\$11.47	\$12.57	\$13.78
Deputies	\$16.50	\$18.34	\$20.22
Correction Officer I	\$10.94	\$12.05	\$13.16
Correction Officer II	\$11.31	\$12.51	\$13.73
Office Clerk II	\$11.30	\$12.49	\$13.70
Chief Jailer			\$14.28

January 1, 2006

<u>Classification</u>	<u>Entry (Non-Qual.)</u>	<u>Qualified</u>	<u>Experienced</u>
Dispatchers	\$11.77	\$12.87	\$14.08
Deputies	\$16.80	\$18.64	\$20.52
Correction Officer I	\$11.24	\$12.35	\$13.46
Correction Officer II	\$11.61	\$12.81	\$14.03
Office Clerk II	\$11.60	\$12.79	\$14.00
Chief Jailer			\$14.58

July 1, 2006

<u>Classification</u>	<u>Entry (Non-Qual.)</u>	<u>Qualified</u>	<u>Experienced</u>
Dispatchers	\$12.07	\$13.17	\$14.38
Deputies	\$17.10	\$18.94	\$20.82
Correction Officer I	\$11.54	\$12.65	\$13.76
Correction Officer II	\$11.91	\$13.11	\$14.33
Office Clerk II	\$11.90	\$13.09	\$14.30
Chief Jailer			\$14.88

January 1, 2007

<u>Classification</u>	<u>Entry (Non-Qual.)</u>	<u>Qualified</u>	<u>Experienced</u>
Dispatchers	\$12.37	\$13.47	\$14.68
Deputies	\$17.40	\$19.24	\$21.12
Correction Officer I	\$11.84	\$12.95	\$14.06
Correction Officer II	\$12.21	\$13.41	\$14.63
Office Clerk II	\$12.20	\$13.39	\$14.60
Chief Jailer			\$15.18

Progression on Wage Schedule will be as follows:

Deputies:

At the time of initial employment as a deputy, employees who have not successfully completed training at the Iowa Law Enforcement Academy or a certified regional law enforcement academy will be paid the Entry level wage rate. These employees will advance to the Qualified level after they have successfully completed training at the Iowa Law Enforcement Academy or a certified regional law enforcement academy. These employees will advance to the Experienced level six months after they have successfully completed training at the Iowa Law Enforcement Academy or a certified regional law enforcement academy, provided their probationary period has not been extended.

At the time of initial employment as a deputy, employees who have successfully completed training at the Iowa Law Enforcement Academy or a certified regional law enforcement academy will be paid the Qualified level wage rate. These employees will advance to the Experienced level six months after their date of initial employment as a deputy, provided their probationary period has not been extended.

Correction Officers II:

At the time of initial employment as a full-time correctional officer, employees who are not certified as a correctional officer will be paid the Entry level wage rate. These employees will advance to the Qualified level after they have been certified as a correctional officer, and will advance to the Experienced level six months after they have been certified as a correctional officer.

At the time of initial employment as a full-time correctional officer, employees who are certified as a correctional officer will be paid the Qualified level wage rate. These employees will advance to the Experienced level six months after their date of initial employment as a full-time correctional officer.

Employees who are initially hired as part-time correctional officers and who subsequently become certified and are employed as full-time correctional officers will be paid the Qualified level wage rate effective on the date of their appointment as a full-time correctional officer. These employees will advance to the Experienced level six months after their date of initial employment as a full-time correctional officer.

Dispatchers:

At the time of initial employment as a full-time dispatcher, employees who are not certified as a dispatcher will be paid the Entry level wage rate. These employees will advance to the Qualified level after they have been certified as a dispatcher, and will advance to the Experienced level six months after they have been certified as a dispatcher.

At the time of initial employment as a full-time dispatcher, employees who are certified as a dispatcher will be paid the Qualified level wage rate. These employees will advance to the Experienced level six months after their date of initial employment as a full-time dispatcher. Employees who are initially hired as part-time dispatchers and who subsequently become certified and are employed as full-time dispatchers will be paid the Qualified level wage

rate effective on the date of their appointment as a full-time dispatcher. These employees will advance to the Experienced level six months after their date of initial employment as a full-time dispatcher.

Office Clerk/Correction Officer II:

At the time of initial employment as an Office Clerk,, employees will be paid the Entry level wage rate. These employees will advance to the Qualified level six months after their date of initial employment and will advance to the Experienced level twelve months after their date of initial employment.

Part-Time Employees: The following rates are minimum rates to be paid by the Employer for part-time employees:

Jailer/Matron	\$7.44 per hour
Dispatchers	
Non-Certified	\$6.86 per hour
Certified	\$7.44 per hour

ARTICLE 14 LONGEVITY SCHEDULE

Law Enforcement Experience (based on total years full-time)

After five (5) years	\$0.10
After ten (10) years	\$0.20
After fifteen (15) years	\$0.30
After twenty (20) years	\$0.40
After twenty-five (25) years	\$0.50
After thirty (30) years	\$0.60

Nothing herein shall be construed to deny the Employer the sole exclusive right to determine longevity allowed for experience in hiring new employees. This provision shall be in accordance with Article 6 of this Agreement.

Longevity pay increases will be effective on the July 1st following the employee's anniversary date.

ARTICLE 15 UNIFORMS

The Employer agrees to continue the current policy of providing footwear, uniforms, making repairs to, and cleaning of uniforms of employees that are required to wear them. The employees are required to receive prior approval before any purchases or repairs are made.

ARTICLE 16 ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous agreements and practices between the County and the employee organization, unless expressly stated to the contrary herein, and

together with any mutually agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties and concludes collective bargaining during its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives any right to the bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

ARTICLE 17 SAVINGS

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Dallas County Personnel Policy shall apply to all members of the bargaining unit and shall be superseded only by statute or applicable provision(s) of this Agreement.

ARTICLE 18 DURATION

THIS AGREEMENT shall become effective the 1st day of July, 2005. It shall remain in full force and effect until the 30th day of June, 2007. Written notice of openers, where indicated, shall be given to the other party no later than September 15 of the year immediately prior to said proposed changed to become effective.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 5th day of July, 2005.

DALLAS COUNTY, IOWA
By Its Board of Supervisors:

Kenn E. Chapin
Buckley J. [Signature]
Mark A. [Signature]

TEAMSTERS LOCAL UNION NO. 238
By Its Union Representative:

Michael Stangell
Jon Thomas
Employee Representative
Chris Hansen
Employee Representative

Acknowledged By:

James C. Hanks
James C. Hanks

SIDE LETTER

All employees will be given a copy of the operations manual for their reference and will be given any additions to the operations manual prior to the new policy going into effect.

This side letter will be in effect for the duration of the Agreement and will terminate on June 30, 2007, unless extended after that date by written agreement of the parties.

FOR THE UNION

A handwritten signature in cursive script, appearing to read "Michael Stangelf".

FOR THE COUNTY

A handwritten signature in cursive script, appearing to read "James C. Banks".

together with any mutually agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties and concludes collective bargaining during its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives any right to the bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

ARTICLE 17 SAVINGS

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Dallas County Personnel Policy shall apply to all members of the bargaining unit and shall be superseded only by statute or applicable provision(s) of this Agreement.

ARTICLE 18 DURATION

THIS AGREEMENT shall become effective the 1st day of July, 2005. It shall remain in full force and effect until the 30th day of June, 2007. Written notice of openers, where indicated, shall be given to the other party no later than September 15 of the year immediately prior to said proposed changed to become effective.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 5th day of July, 2005.

DALLAS COUNTY, IOWA
By Its Board of Supervisors:

[Signature]
[Signature]
[Signature]

TEAMSTERS LOCAL UNION NO. 238
By Its Union Representative:

[Signature]
[Signature]
Employee Representative

Employee Representative

[Signature]
Principal Officer, Local 238